

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 17/18, 2005

Division: Public Works

Bulk Item: Yes X No

Department: Facilities Maintenance

Staff Contact person: Miguel Carbonell

AGENDA ITEM WORDING: Approval to renew Residential Lease Agreement with Deputy Dawn Leird to continue residing in one-half of the duplex located at the Key Largo Community Park for the amount of \$425.00 per month for rent and utilities.

ITEM BACKGROUND: On August 31, 2005, the Residential Lease Agreement with Deputy Dawn Leird will expire. She is currently paying a total of \$425.00 (\$229.06 for rent and \$195.94 for water, septic/sewer, electricity and solid waste) per month.

PREVIOUS RELEVANT BOCC ACTION: Since September 1, 1998, the Board has approved Deputy Dawn Leird to reside in one-half of the duplex at Key Largo Community Park.

CONTRACT/AGREEMENT CHANGES: To renew Residential Lease for one (1) additional year, commencing on September 1, 2005 and terminating in August 31, 2006.

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: N/A

BUDGETED: Yes N/A No

COST TO COUNTY: N/A

SOURCE OF FUNDS: Revenue-producing

REVENUE PRODUCING: Yes X No **AMOUNT PER MONTH** \$425.00
Year \$5100.00

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:


Dent Pierce, Public Works

DOCUMENTATION: Included X

Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Deputy Dawn Leird Contract #
 Effective Date: September 1, 2005
 Expiration Date: August 31, 2006

Contract Purpose/Description:

Renewal of Residential Lease Agreement with Deputy Dawn Leird to reside in one-half of the duplex located at the Key Largo Community Park.

Contract Manager: Miguel Carbonell 4385 Parks & Rec. Coord.
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on August 17/18, Agenda deadline: August 2, 2005
2005

CONTRACT COSTS

Total Dollar Value of Contract: \$ Income producing Current Year Portion: \$ \$425.00
 Budgeted? Yes ☐ No ☐ Account Codes:
 Grant: \$
 County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr For:
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

| | Date In | Changes Needed | Reviewer | Date Out |
|-------------------|----------------|---|--------------------------|----------------|
| Division Director | <u>7/15/05</u> | Yes <input type="checkbox"/> No <input type="checkbox"/> | <u>[Signature]</u> | <u>7/19/05</u> |
| Risk Management | <u>6-23-05</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>M. Stancil</u> | <u>6-23-05</u> |
| O.M.B./Purchasing | <u>6-27-05</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>Salvatore Spicula</u> | <u>6/28/05</u> |
| County Attorney | <u>6-23-05</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>[Signature]</u> | <u>6/24/05</u> |

Comments:

RESIDENTIAL LEASE FOR LAW ENFORCEMENT OFFICER

This lease agreement is made this August 17, 2005, by and between Monroe County, a political subdivision of the State of Florida, hereafter County, and Deputy Dawn Leird, an officer of the Monroe County Sheriff's Department, hereafter Tenant.

WITNESSETH:

WHEREAS, the County believes the presence of a law enforcement officer residing at the premises described in this agreement would deter vandalism and theft at the premises;

WHEREAS, the County has decided that at present time it is in the County's best interest to lease the premises to the Tenant to provide the deterrence described; and

WHEREAS, the Tenant desires to reside on the premises and provide such deterrent, now, therefore, that parties agree as follows:

1. The County leases one unit within the duplex facility located on the Marr Property, more particularly described as Lots 326 & 327, Port Largo 4th Addition, RE #00453474-000326, hereafter premises, to the Tenant for the sole use as a residence by the Tenant and his/her immediate family or roommate. The term of this lease shall commence on September 1, 2005 and terminate on August 31, 2006.
2. The County agrees to provide Tenant with water, sewer/septic, electricity, and solid waste collection service. The Tenant shall reimburse the County for said service at a rate of \$195.94 per month payable in advance on the first business day of each month to the Monroe County Clerk of the Courts, Finance Department, 500 Whitehead Street, Key West, Florida 33040. The Tenant agrees to pay rent in the amount of \$229.06 per month payable in advance on the first business day of each month to the Monroe County Clerk of the Courts, Finance Department, 500 Whitehead Street, Key West, Florida 33040. The Tenant shall arrange for and provide residential telephone service at his own expense. If the Tenant desires cable television service, he shall arrange for and provide that service at his own expense.
3. The Tenant further agrees that, during the term of this lease, the Tenant is, and will remain:

- a) certified as a regular, full time law enforcement officer by the Florida Criminal Justice Standards and Training Commission;
 - b) a deputy employed by the Monroe County Sheriff's office and empowered to make arrests under the laws of the State of Florida.
4. The Tenant may not sublease the premises nor assign any obligation, benefit or duty created under this agreement, without the written consent of the County.
5. The Tenant shall, at least once each night, conduct an inspection walk of the Marr Property and check for any signs of theft or vandalism and question, and if necessary, remove any unauthorized or suspicious persons found on site. The Tenant shall also note any safety hazards observed during his/her inspection and inform a supervisory employee of the County's Public Works Department of any such hazards as soon as possible.
6. This agreement may be terminated before the expiration of the one year term, with or without cause and in the sole discretion of the County, upon
- a) 60 days written notice by the County to the Tenant;
 - b) 30 days written notice by the County to the Tenant when:
 - i) the Tenant has left employ of the Monroe County Sheriff's office;
 - ii) the Tenant is no longer certified as required by Section 3;
 - iii) the Tenant fails to timely pay the County the amount described in Section 2 or fails to obtain or keep telephone service as required by Section 2;
 - iv) the Tenant fails to conduct the walk around inspections required by Section 5 or fails to inform the County Public Works Department of any observed safety hazard(s) as required by Section 5;
 - v) the Tenant subleases the premises or assigns any interest under this lease without the consent required by Section 4;
 - c) 15 days notice by the County to the Tenant in an emergency situation.

The waiver by the County of any act, event, occurrence or omission which would entitle the County to terminate this agreement shall not affect the right of the County to demand strict performance of the terms of this agreement with respect to any subsequent act, event, occurrence or omission, constituting a breach, default or nonperformance by the Tenant.

The Tenant may terminate this lease upon 30 days written notice to the County if he/she is transferred to a substation whose location would make it impracticable to continue to reside at the premises or if the Tenant leaves the employ of the Monroe County Sheriff's Office.

7. The Tenant covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with or by reason of the Tenant utilizing property governed by this lease/rental agreement; except for such claims as may occur due to the Tenant's performing duties pursuant to Section 5 of this lease agreement.
8. The parties agree that this written agreement sets forth the entire agreement between the parties and that there are no terms or understandings other than those stated herein. None of the terms, provisions, and conditions contained in this agreement may be added to, modified, superseded or otherwise altered, except by a written amendment executed by the parties.
9. If the Tenant wishes to make any modifications or alterations to the premises, he/she must first make the request in writing to the County, and receive written permission from the County Facilities Maintenance Director prior to making any alterations.

IN WITNESS WHEREOF, the parties hereto have been executed this agreement as of the date first written above.

(SEAL)
Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____

Deputy Clerk

[Signature]
Witness

[Signature]
Witness

By: _____

Mayor/Chairman

[Signature]
Deputy Dawn Leird

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

[Signature]
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 6/29/05